

1 J. Andrew Coombs (SBN 123881)
andy@coombspc.com
2 Nicole L. Drey (SBN 250235)
nicole@coombspc.com
3 J. Andrew Coombs, A Prof. Corp.
4 517 East Wilson Avenue, Suite 202
Glendale, California 91206
5 Telephone: (818) 500-3200
Facsimile: (818) 500-3201

6 Attorneys for Plaintiff
7 Adobe Systems Incorporated

8 Andrew Channin
Limited ETC
9 6 Surrey Drive
Lawrenceville, NJ 08648

E-FILED - 8/13/08

10 Defendants

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)
13

14 Adobe Systems Incorporated,
15 Plaintiff,

16 v.

17 Andrew Channin, Limited ETC and Does 1 – 10,
inclusive,

18 Defendants.

Case No. C08-1546 RMW

~~PROPOSED~~ PERMANENT
INJUNCTION AND DISMISSAL WITH
PREJUDICE

19
20 The Court, having read and considered the Joint Stipulation for Permanent Injunction and
21 Dismissal with Prejudice that has been executed by Plaintiff Adobe Systems Incorporated
22 (“Plaintiff”) and Defendants Andrew Channin and Limited ETC (collectively “Defendants”) in this
23 action, and good cause appearing therefore, hereby:

24 ORDERS that based on the Parties’ stipulation and only as to Defendants, their successors,
25 heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:
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1 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof
2 pursuant to 17 U.S.C. § 101 *et seq.*, 15 U.S.C. § 1051, *et seq.*, 15 U.S.C. § 1121, and 28 U.S.C. §§
3 1331 and 1338. Service of process was properly made against Defendants.

4 2) Plaintiff is the owner of all rights in and to the copyright and trademark registrations listed
5 in Exhibits A and B attached hereto and incorporated herein by this reference (collectively referred
6 to herein as "Plaintiff's Properties").

7 3) Plaintiff has alleged that Defendants have made unauthorized uses of Plaintiff's Properties
8 or substantially similar likenesses or colorable imitations thereof.

9 4) Defendants and their agents, servants, employees and all persons in active concert and
10 participation with them who receive actual notice of the Injunction are hereby restrained and
11 enjoined from:

12 a) Infringing Plaintiff's Properties, either directly or contributorily, in any manner,
13 including generally, but not limited to manufacturing, importing, distributing, advertising,
14 selling and/or offering for sale any unauthorized product which features any of Plaintiff's
15 Properties ("Unauthorized Products"), and specifically from:

16 i) Importing, manufacturing, distributing, advertising, selling and/or offering
17 for sale the Unauthorized Products or any other unauthorized products which
18 picture, reproduce, copy or use the likenesses of or bear a substantial similarity to
19 any of Plaintiff's Properties;

20 ii) Importing, manufacturing, distributing, advertising, selling and/or offering
21 for sale in connection thereto any unauthorized promotional materials, labels,
22 packaging or containers which picture, reproduce, copy or use the likenesses of or
23 bear a confusing similarity to any of Plaintiff's Properties;

24 iii) Engaging in any conduct that tends falsely to represent, or is likely to
25 confuse, mislead or deceive purchasers, Defendants' customers and/or members of
26 the public to believe, that the actions of Defendants, the products sold by
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1 Defendants, or Defendants themselves are connected with Plaintiff, are sponsored,
2 approved or licensed by Plaintiff, or are affiliated with Plaintiff;

3 iv) Affixing, applying, annexing or using in connection with the importation,
4 manufacture, distribution, advertising, sale and/or offer for sale or other use of any
5 goods or services, a false description or representation, including words or other
6 symbols, tending to falsely describe or represent such goods as being those of
7 Plaintiff.

8 5) Each side shall bear its own fees and costs of suit.

9 6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.

10 7) This Injunction shall be deemed to have been served upon Defendants at the time of its
11 execution by the Court.

12 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to
13 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this
14 Injunction against Defendants.

15 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to
16 enter such further orders as may be necessary or appropriate to implement and enforce the
17 provisions of this Injunction.

18 10) The above-captioned action shall, upon filing by Plaintiff of the Joint Stipulation re Entry
19 of [Proposed] Judgment and [Proposed] Final Judgment and requesting entry of judgment against
20 Defendants, be reopened should any of the Defendants default under the terms of the Settlement
21 Agreement.

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1 11) This Court shall retain jurisdiction over the Defendants for the purpose of making further
2 orders necessary or proper for the construction or modification of this consent decree and
3 judgment; the enforcement hereof; the punishment of any violations hereof, and for the possible
4 entry of a further Judgment Pursuant to Stipulation in this action.
5

6 DATED: 8/13/08

Ronald M. Whyte

Hon. Ronald M. Whyte
Judge, United States District Court
for the Northern District of California

9 PRESENTED BY:

10 J. Andrew Coombs,
11 A Professional Corporation

12 By: *Nicole L. Drey*
13 J. Andrew Coombs
14 Nicole L. Drey
15 Attorneys for Plaintiff Adobe Systems Incorporated

16 Andrew Channin

17 By: *Andrew Channin*
18 Andrew Channin
19 Defendant

20 Limited ETC

21 By: *Andrew Channin*
22 Andrew Channin
23 Defendant
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EXHIBIT A
Copyright Registrations

<u>Title of Work</u>	<u>Copyright Registration No.</u>
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827

1	Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
2	Adobe Acrobat 8 Standard for Windows.	TX0006390828
3	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
4	Adobe Acrobat Approval 5.0 for Windows.	TX0005654837
5	Adobe Acrobat Capture 3.0 source code.	TX0005436556
6	Adobe Acrobat Connect 1.0 for Macintosh.	TX0005199559
7	Adobe Acrobat Connect 1.0 for Windows.	TX0006390834
8	Adobe Acrobat Distiller Server 5.0.5.	TX0006390835
9	Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005758527
10	Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847807
11	Adobe Acrobat eBook Reader v. 2.0.	TX0005847832
12	Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
13	Adobe Acrobat Elements 1.0 for Windows.	TX0005335250
14	Adobe Acrobat Elements 6.0 for Windows.	TX0005611299
15	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005780821
16	Adobe Acrobat Fill in 4.0.	TX0005848340
17	Adobe Acrobat Inroduction 1.0.	TX0004241942
18	Adobe Acrobat Inroduction 1.0.	TX0005200942
19	Adobe Acrobat Messenger 1.0.	TX0005200942
20	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005241268
21	Adobe Acrobat Reader 5.0 for Windows.	TX0005412874
22	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005412875
23	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605114
24	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005605113
25	Adobe Acrobat Reader 5.05 for Linux.	TX0005617024
26	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005617021
27	Adobe Acrobat Reader 5.1 for Windows.	TX0005620676
28	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005620677
	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005422793
	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617023
	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005617022
	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005422794
	Adobe ActiveShare 1.0.	TX0005489269
	Adobe ActiveShare 1.5 for Windows.	TX0005086423
	Adobe After Effects : 7.0 Professional for Windows.	TX0005267528
	Adobe After Effects : Version 5.0 for Macintosh.	TX0006277334
	Adobe After Effects : Version 5.0 for Windows.	TX0005392887
	Adobe After Effects : Version 5.5 for Macintosh.	TX0005438054
	Adobe After Effects : Version 5.5 for Windows.	TX0005493399
	Adobe After Effects : Version 6.0 for Macintosh.	TX0005493400
	Adobe After Effects : Version 6.0 for Windows.	TX0005777908
	Adobe After Effects 3.0 for Macintosh.	TX0005777907
	Adobe After Effects 4.0 for Macintosh and Windows.	TX0004643401
	Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546626
	Adobe After Effects 6.5 for Macintosh.	TX0005546627
	Adobe After Effects 7.0 Standard for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Windows.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335

1	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
2	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
3	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
4	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
5	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
6	Adobe After Effects Version 6.5 for Windows.	TX0005934787
7	Adobe AlterCast 1.5 for Solaris.	TX0005520581
8	Adobe AlterCast 1.5 for Windows.	TX0005520583
9	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
10	Adobe Atmosphere 1.0 for Windows.	TX0005780857
11	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
12	Adobe Audition 1.0 for Windows.	TX0005777207
13	Adobe Audition 1.5 for Windows.	TX0005932189
14	Adobe Audition 2.0 for Windows.	TX0006277359
15	Adobe Audition 3.0 for Windows.	TX0006816095
16	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
17	Adobe Captivate 2 for Windows.	TX0006390833
18	Adobe Carlson Regular.	TX0003374876
19	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
20	Adobe Caslon Alternate Bold.	TX0003501547
21	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
22	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
23	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
24	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
25	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
26	Adobe Creative Suite for Macintosh.	TX0005844481
27	Adobe Creative Suite for Windows.	TX0005844480
28	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
	Adobe Exchange 2.0 for Windows.	TX0003961129
	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
	Adobe Fireworks CS3 for Windows and Macintosh.	TX0006531654
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Solaris.	TX0006457897
	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
	Adobe Illustrator 10 for Macintosh.	TX0005446858
	Adobe Illustrator 10 for Windows.	TX0005446857
	Adobe Illustrator 3.0.	TX0003000202
	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
	Adobe Illustrator CS for Macintosh.	TX0005780817
	Adobe Illustrator CS for Windows.	TX0005780806
	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603

1	Adobe Illustrator.	TX0003380406
2	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
	Adobe PageMaker 6.5 Macintosh.	TX0004524555
3	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
	Adobe PageMaker 7.0 for Windows.	TX0005409446
4	Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
5	Adobe Photoshop : 5.5.	TX0005213806
	Adobe Photoshop 6.0.	TX0005196369
6	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
	Adobe Photoshop 7.0 for Windows.	TX0005562148
7	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
	Adobe Photoshop CS for Macintosh.	TX0005780846
8	Adobe Photoshop CS for Windows.	TX0005780847
	Adobe Photoshop CS2 for Macintosh.	TX0006131272
9	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
10	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
11	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
12	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
13	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
14	Adobe Photoshop Macintosh.	TX0003551958
	Adobe Photoshop Version 3.0 Mac.	TX0003971820
15	Adobe Photoshop Version 3.0 Windows.	TX0003616850
	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
16	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0004068613
17	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0002897138
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27	Adobe Photoshop.	TX0002897138
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28	Adobe Photoshop.	TX0002897138

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
15	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	Shockwave for Director 5.0.	TX0004700912
26	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2076967	THE ADOBE GROUP	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated

1	1463458	POSTSCRIPT	Adobe Systems Incorporated
2	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
3	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
4	2852245	FLASH	Adobe Systems Incorporated
5	2855434	FLASH	Adobe Systems Incorporated
6	2060488	ILLUSTRATOR	Adobe Systems Incorporated
7	2068523	ACROBAT	Adobe Systems Incorporated
8	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
9	1901566	SHOCKWAVE	Adobe Systems Incorporated
10	2294926	DREAMWEAVER	Adobe Systems Incorporated
11	2091087	PAGEMAKER	Adobe Systems Incorporated

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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On August 11, 2008, I served on the interested parties in this action with the:

- **JOINT STIPULATION FOR PERMANENT INJUNCTION AND DISMISSAL WITH PREJUDICE**
- **[PROPOSED] PERMANENT INJUNCTION AND DISMISSAL WITH PREJUDICE**

for the following civil action:

Adobe Systems Incorporated v. Andrew Channin, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Andrew Channin Limited ETC 6 Surrey Dr. Lawrenceville, NJ 08648	Courtesy Copy to: Stephen Levin Lamm Rubenstone LLC 3600 Horizon Blvd., Suite 200 Trevose, PA 19053
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Place of Mailing: Glendale, California
Executed on August 11, 2008, at Glendale, California



Nicole L. Drey